



The Regular Meeting of the West Valley City Council will be held on Tuesday, April 14, 2015, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 04/08/2015, 3:30 p.m.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Ron Bigelow
4. Special Recognitions
5. Awards, Ceremonies and Proclamations:
 - A. Presentation of English Language Certificates to Students from Granite Peaks and English Skills Learning Center
 - B. Utah Recreation & Parks Association Presentation of 2015 URPA Outstanding Facility Award to the West Valley City Family Fitness Center Edutainment Kids Center
 - C. Waste Management Recognition of Fire Department
 - D. Employee of the Month Award, April 2015 - Detective Jaron Averett, Police Department
 - E. Special Recognition of Police Officers Spencer Tanner, Amanda Zeller and Kevin Johnson of the Patrol Division
6. Comment Period:

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- A. Public Comments
 - B. City Manager Comments
 - C. City Council Comments
7. Resolutions:
- A. 15-62: Approve a Sponsorship Agreement with Land O' Frost
 - B. 15-63: Approve an Agreement with Pepsi Beverages Company to Supply Beverage Products to the West Valley City Family Fitness Center and the Softball Diamond Facilities in Centennial Park
 - C. 15-64: Approve a Cooperative Agreement with the Utah Department of Transportation for the 3425 West Sidewalk Project
 - D. 15-65: Approve a Supplemental Federal Aid Agreement with the Utah Department of Transportation for Traffic Signal Improvements at 4100 South 1300 West, 4100 South 2700 West and 4100 South 4000 West
 - E. 15-66: Award a Contract to American Mechanical Systems, LLC for the Purchase and Installation of Eight New Commercial Evaporative Coolers for use at the West Valley City Fleet Facility
 - F. 15-67: Accept a Grant of Temporary Construction Easement from Donald R. Baumann and Myrna C. Baumann, Trustees of the Donald and Myrna Baumann Family Trust, for Property Located at 4290 South 3425 West
8. New Business:
- A. Consider Application No. PUD-1-2015, filed by Ivory Homes, Requesting Final Plat Approval for Highbury Towns East - Phase 4 Located at 3075 South 5290 West
 - B. Consider Application No. S-5-2015, filed by Lake Park Project LLC, Requesting Final Plat Approval for Parkway View Subdivision Located at 4028 West Parkway Boulevard

- C. Consider Application No. S-15-2014, filed by Reliance Homes, Requesting Final Plat Approval for Thomasville Manor Subdivision Located at 7050 West 3500 South
- 9. Motion for Executive Session
- 10. Adjourn

April 2015 EAC Employee of the Month
Detective Jaron Averett
Police Department

I would like to nominate Detective Jaron Averett for Employee of the Month. He has been involved in numerous high profile investigations this month and handled them exceptionally well. Many of these investigations required after hours overtime, weekends and callout responses, and garnered media interest from around the county. His professionalism and dedication led to solving numerous cases and the arrests of multiple perpetrators.

Detective Averett is always helpful to coworkers and even responded multiple times as a blood tech on patrol incidents. He is an invaluable member of the WVPD and his good work is appreciated by me and everyone who works with him. He is a stellar example to his colleagues day-in and day-out. I therefore kindly request you choose him for the Employee of the Month.

Nominated by Steve O'Camb
Detective Sergeant

"Special Recognition Award" for the 1st Quarter 2015
Officer Spencer Tanner, Officer Amanda Zeller, and Officer Kevin Johnson

I would like to give recognition to Officer S. Tanner, Officer A. Zeller and Officer K. Johnson (OIT) for their exceptional performance during an apartment fire on September 12, 2014.

During his patrol duties, Officer Tanner observed a fire that had started on the balcony of an apartment. He was able to communicate his position to responding officers, many of whom then provided valuable assistance in evacuating residences which were in harm's way and unaware of the looming danger.

Officers Zeller and Johnson were able to respond quickly and all three officers jumped into action resulting in many lives being saved as well as minimized property damage. Their efforts and outstanding performance in keeping with the finest traditions of Police service reflect distinct credit upon themselves, the Patrol Division and West Valley City Police Department. It is my hope that his efforts and service do not go unrecognized.

Nominated by Robert Brinton

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ITEM # _____
FISCAL IMPACT: _____ Revenue
FUNDING SOURCE: _____ \$12,000 Revenue
ACCOUNT NUMBER: _____

ISSUE:

Approve sponsorship contract with Land O' Frost.

SYNOPSIS:

Land O' Frost desires to advertise their products by being a sponsor of West Valley City recreation programs. Land O' Frost is willing to pay Parks and Recreation \$12,000 in return for having their name on uniforms and signs.

BACKGROUND:

Land O' Frost is a food distributor to grocery stores. They have chosen to advertise their products across the country by sponsoring local recreational programs. West Valley City is one of their target markets.

Land O' Frost proposes to pay Parks and Recreation \$12,000 for a one year sponsorship for youth recreation programs. In return, Land O' Frost requires the Recreation programs to put their name and logo on team uniforms, distribute coupons to the teams, provide a banner that will be displayed at the programs, and promote their company in other ways listed in the contract.

Parks and Recreation often uses sponsorships as a way to off-set the cost of programs and keep participation prices affordable. The requests of Land O' Frost are similar to sponsorships that have been done in the past

RECOMMENDATION:

Approve the resolution creating a sponsorship agreement between the City and Land O' Frost.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SPONSORSHIP AGREEMENT BETWEEN WEST VALLEY
CITY AND LAND O' FROST.**

WHEREAS, the City desires to continue to improve and expand the programs of the West Valley City Family Fitness Center including youth sports; and

WHEREAS, Land O' Frost (LOF) has offered to provide a sponsorship program to the City; and

WHEREAS, the sponsorship will expand the quality and effectiveness of the youth sports programs by providing funding for the programs; and

WHEREAS, in exchange for the sponsorship funds, the City will provide advertising opportunities and access to the parents of the youth sports players; and

WHEREAS, a Sponsorship Agreement has been prepared for execution by and between the City and LOF, which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Sponsorship Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the document entitled "West Valley City Sponsorship Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
SPONSORSHIP AGREEMENT**

THIS AGREEMENT is entered into this 25 day of February, 2015, by and between Land O' Frost (herein "LOF") and West Valley City, a municipal corporation of the State of Utah (herein "City").

WITNESSETH

WHEREAS, the City desires to continue to improve and expand the provisions found in the West Valley City Family Fitness Center including youth sports; and

WHEREAS, LOF has offered to provide a sponsorship program to the City; and

WHEREAS, the sponsorship will expand the quality and effectiveness of the youth sports programs by providing funding for the programs;

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions contained herein, the parties agree as follows:

AGREEMENT

1. **Term of Agreement.** This Agreement will begin on January 1, 2015 and will terminate on December 31, 2015. LOF will sponsor eighty (80) teams in the spring and fall of 2015.

2. **Obligations of LOF.** The obligations of the parties include those specifically defined in this Agreement and shall also include any additional requirements and/or obligations included in sponsorship summary attached and incorporated as Exhibit "A" to this Agreement. LOF hereby agrees as follows:

- A. LOF will supply all necessary logo artwork.
- B. LOF will supply all coupons.
- C. LOF will provide banner artwork.
- D. LOF shall pay to the City the sum of \$12,000.00 upon execution of this Agreement by both parties.

3. **Obligations of the City.** In consideration of the provisions provided by LOF, the City agrees as follows:

- A. Prominent Logo inclusion on the front or back of jerseys for approximately 80 teams. The City will have the shirts printed. The LOF logo will need to be a minimum of 2 ½" H x 10" W.

- B. Coupon distribution in opening day packets, at tournaments, in mailings and other key functions throughout the year.
- C. One (1) approximately 4' x 8' banner. The City will have banner printed.
- D. Announcements by team and league administration to parents / kids about sponsorship.
- E. Opportunity for mention / inclusion of Land O' Frost product message in any league / parent communication.
- F. Logo inclusion on the City game schedules, registration materials, brochures and city-wide league newsletters.
- G. **Client will need Proof of Purchase (80 team pictures) by December 31, 2015. The Land O' Frost logo will need to be clearly identified on the shirts in 80 team pictures. The pictures can be informal, taken with a digital camera or regular film.**

4. **Termination.** Either party to this Agreement may terminate the Agreement, without cause, by giving 30 days' written notice to the other party of termination. Refunds will be mutually agreeable between City and LOF.

5. **City Representative.** The City hereby appoints the West Valley City Parks and Recreation Director, or the Director's designee, as the City's representative to assist in the administrative management of this Agreement, to ensure that the Agreement requirements are timely and adequately performed, and to provide for City approvals as may be required by this Agreement. The City's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

6. **Applicable Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

7. **Assignment.** This Agreement may not be assigned without the written permission of the City, which may be withheld at the City's sole discretion.

8. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

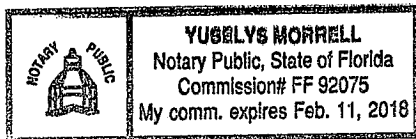
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LAND O' FROST

By: Melissa Calipari
Its: Vice President, Knox Sports

STATE OF Florida)
COUNTY OF Hillsborough) : ss.

On this 25th day of February, 2015, personally appeared before me Melissa C Calipari, who being by me duly sworn, did say that he or she is the Vice President of Land O' Frost, and that the foregoing instrument was signed on behalf of said Entity by authority and acknowledged to me that said signor executed the same.



[Signature]
Notary Public

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 3/31/15

ITEM #: _____
FISCAL IMPACT: Revenue will be generated
FUNDING SOURCE: Beverage service revenue
ACCOUNT NUMBER: 21-0000-37255-00000

ISSUE:

A resolution approving a contract with Pepsi Beverages Company to provide beverages and beverage products for the Family Fitness Center and Centennial Park.

SYNOPSIS:

Proposals were solicited for a beverage service provider from Coke and Pepsi, the two vendors who can offer a wide variety of soft drinks and other beverages.

BACKGROUND:

A new contract for a beverage provider is needed for the Family Fitness Center and Centennial Park softball diamonds. Proposals from the two national-brand beverage suppliers were solicited. Both Coke and Pepsi submitted proposals that were reviewed, screened and compared by City staff. Pepsi submitted the most responsible bid for the needs of the City as outlined below.

	<u>PEPSI BEVERAGES CO.</u>	<u>COCA-COLA</u>
Signing Bonus (one time)	\$3,000	\$2,000
Annual Bonus	\$3,000	\$1,000
Commission (machine sales)	35%	42%
Donation/Year	100 cases (approx. \$1,000)	\$500
Water Cost 16.9 oz/.5L	\$0.33	\$0.69
Fountain Cost/Gallon	\$13.49	\$14.08
Sports Drink 20 oz.	\$1.00	\$0.86

Pepsi is offering the most up-front donations and the least expensive on-going price for product. In addition, Pepsi offered the greatest bonus percentage program for product sales, to be used at management's discretion. The beverage contract will be for five years and includes provision of all the vending machines, fountain dispensers, and product.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Kevin Astill, Parks and Recreation Director
Nancy Day, Fitness Center Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT WITH
PEPSI BEVERAGES COMPANY TO SUPPLY BEVERAGE
PRODUCTS TO THE WEST VALLEY CITY FAMILY
FITNESS CENTER AND THE SOFTBALL DIAMOND
FACILITIES IN CENTENNIAL PARK.**

WHEREAS, West Valley City requested proposals from companies to supply carbonated and non-carbonated beverages to the Family Fitness Center and the softball diamonds at Centennial Park; and

WHEREAS, the City received two proposals, and the proposal from Pepsi Beverages Company (hereinafter "Pepsi") was the most responsive, responsible bid, and the best fit with specifications requested by the City; and

WHEREAS, an agreement has been prepared for execution by and between West Valley City and Pepsi, a copy of which is attached hereto and entitled "Beverage Sales Agreement" (hereinafter the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement between the City and Pepsi;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("Agreement") between Bottling Group, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, a Delaware limited liability company with its principal offices located at 1 Pepsi Way, Somers, NY 10589 ("Pepsi") and West Valley City, a Utah municipal corporation, with its principal place of business at 3600 Constitution Boulevard, West Valley City, UT 84120 (the "Customer") relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed (including but not limited to Postmix Products, Packaged Products, LCT, FCBs, FUBs all of which are defined below), within the following categories: (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), (viii) liquid concentrate teas ("LCT"), and (ix) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"Gallons" shall mean the number of gallons of the Postmix Products, LCT, FB purchased by the Customer from Pepsi.

"Outlets" shall mean the existing Customer facilities operated under the _____ trademarks as listed in attached Exhibit A and shall include any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer under those trademarks during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans).

"Postmix Products" shall mean Beverages used to create and dispense fountain beverages.

"Products" shall mean Beverages manufactured, bottled, sold and/or distributed by Pepsi. A current list of Pepsi's Beverage Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. **Term**

The term of this Agreement shall commence on January 1_, 2015 and expire upon the later of January 1_, 2020. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

2. **Scope**

(A) **Exclusive Pouring Rights**

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Postmix Products, LCT, FB and Packaged Products) available for sale and distribution within the Customer's Outlets, including at all locations located within the Outlets where Beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

(B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups ("Ancillary Products") exclusively from Pepsi.

(C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Outlets upon mutually agreed to terms and conditions.

3. **Performance**

This Agreement, including all of Pepsi's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

(B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Outlets to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of Postmix Products, Packaged Products, LCT and FB at each of the Outlets throughout the Term.

(C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the "Fountain Products"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Beverage Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.

(E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A.

(F) **DSD Requirement.** Customer agrees to purchase all its requirements for Products directly from PBC, and sell only those Products purchased from PBC from the Equipment provided to the Customer by PBC. Customer's failure to purchase Products directly from PBC shall be deemed a material breach of this Agreement.

4. **Consideration**

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

(A) **Initial Support Funds.** Pepsi shall provide Customer with initial support funds in the amount of **Three Thousand dollars (\$ 3,000.00)**, payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "Initial Support Funds"). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(B) **Annual Support Funds.** Pepsi shall provide Customer with annual support funds in the amount of **Three Thousand dollars (\$ 3,000.00)**, payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "Initial Support Funds"). The Initial Support Funds are earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(C) Commission, as a percentage of the actual cash ("cash in bag" or "CIB") collected by PBG from the Vending Machines placed at the Facilities, less any applicable fees or deposits ("Commissions"). Such Commissions shall be at the rate(s) set forth below (the "Commission Rate") and shall be calculated as follows:

$$(\text{CIB} - \text{applicable fees/deposits}) * \text{Commission Rate} = \text{Commission due}$$

Product	Minimum Vend Price	Commission Rate*
20 oz. carbonated soft drinks, water and non-carbonated beverages	Prices Vary by Product as determined by PBG	35%
* Commission Rate stated above shall only apply to Products sold by PBG through its Vending Machines at the beginning of the Term. If PBG proposes any new products to the Customer during the Term, then PBG shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.		

Commission Payment. Commissions shall be remitted by PBG to the Customer within 30 days of the end of each 4-week accounting period established by PBG. PBG shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any commission payment from PBG if Commissions fail to reach a certain threshold (commissions totaling fifty dollars [\$50.00] per period or one hundred dollars [\$100.00] per quarter) amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to PBG's policies and procedures related to its Full Service Vending business, as may be revised by PBG from time to time. **Change to Commission Rate.** Customer acknowledges and agrees that PBG established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, sales taxes should increase by more than five percent (5%), then PBG shall have the right to automatically reduce the Commission Rate by the same percentage amount.

(D) **Donated Products.**

Pepsi will annually provide customer with the following products free of charge

100cs – 12oz cans and/or 16.9oz water

(E) **Free Equipment Loan and Service.** As further outlined in Section 5 below, Pepsi shall provide at no cost to Customer or the Outlets necessary dispensing/selling Equipment for Beverages at the Outlets. Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Outlet's reasonable needs.

5. **Equipment**

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term ("Equipment"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

6. **Pricing**

Pepsi will provide Customer/Outlets a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices may be changed from time to time at Pepsi's discretion, except that Pepsi shall provide thirty (30) days notice of any price increases during the Term.

7. **General Terms**

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer closes one or more of its Outlets for a period of ten (10) business days or more, then such event shall be deemed a material breach of this Agreement, and Pepsi shall have the right to immediately terminate this Agreement upon five (5) days prior written notice.

In the event of breach of this Agreement by one or more Outlet(s), the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Outlets, then Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, Pepsi shall have the right to immediately seek reimbursement from Customer and the Outlets for the following:

(1) A payment reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months expected to remain in the Term at the time such termination occurs and the denominator of which is the higher of 60 or the number of months expected to comprise the Term (expected length of Term shall be calculated based on volume trends as of the time of termination and the Volume Threshold). With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12;

(2) A payment to Pepsi reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, if applicable; and

(3) A payment for liquidated damages, for lost profits suffered by Pepsi as a result of such termination, equal to the product of \$ 11.48 multiplied by the projected number of collective Gallons/Cases of Products that Customer and its Outlets would have been expected to purchase during the remainder of the Term ("Expected Volume"); for the purposes of this calculation, 1 Case shall equal 1 Gallon and the Expected Volume amount shall be the higher of the amount of collective Cases/Gallons left to obtain the Volume Threshold or the amount of collective Cases/Gallons Customer would have been expected to purchase using Customer's current average weekly purchases during the Term as of the date of termination.

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by Pepsi.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi pursuant to this Agreement.

(E) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.

(G) **Assignment.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer is acquired or merges with a third party, Customer will, in connection with such

transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in paragraph 7(B) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi.

(H) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

(I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Beverage Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102.

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.

(K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Beverage Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

(L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
3388 W 1987 S
Salt Lake City, UT 84104
Attn: Michael Jones
Recreation & Retail Foodservice Representative

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

Kevin Astill, Parks & Recreation Director
West Valley City Family Fitness Center
5415 West 3100 South
West Valley City, Utah 84120

(S) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, the Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer, or fails to respond within the fifteen (15) day period, then Customer shall be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(T) Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(U) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(V) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

West Valley City

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A
Customer Outlets

West Valley City Family Fitness Center
Centennial Park Softball Diamond Complex
5415 West 3100 South
West Valley City, Utah 84120

Exhibit B
Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Item #:	
Fiscal Impact:	\$100,000
Funding Source:	State Funds
Account #:	45-9610-40750-75148-0000
Budget Opening Required:	Yes

ISSUE:

Cooperative Agreement; UDOT and West Valley City – 3425 West Sidewalk Project

SYNOPSIS:

An agreement to receive state funds to construct a sidewalk on 3425 West, 4270 South to 4325 South

BACKGROUND:

The West Valley City Public Works Department applied for and received Utah state funds that were converted from the Transportation Alternative Program for use by local governments for qualifying projects. The proposed sidewalk on 3425 West is a qualifying project and was selected to be funded. The project will build a new sidewalk on 3425 West from existing sidewalk south of Meadowbrook Drive to the north end of Robert Frost Elementary School.

State funds allocated to this project will cover 50% of the construction costs up to \$100,000, the remainder of the project costs will come from the Class C Road Fund.

This project provides a safer route for pedestrians traveling to Robert Frost Elementary and will make “The Road Not Taken” by school children become a possibility. And that will make all the difference.

RECOMMENDATION:

Approval and Execution of the Agreement

SUBMITTED BY:

Daniel Johnson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COOPERATIVE AGREEMENT
BETWEEN WEST VALLEY CITY AND THE UTAH
DEPARTMENT OF TRANSPORTATION FOR THE 3425 WEST
SIDEWALK PROJECT.**

WHEREAS, West Valley City (the “City”) and the Utah Department of Transportation (“UDOT”) desire to construct a sidewalk located at 3425 West and Meadowbrook Drive, starting at 4270 South and ending at 4325 South (the “Project”); and

WHEREAS, the Utah Department of Transportation (hereinafter “UDOT”) will contribute funds to the Project; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled “Interlocal Cooperation Act” provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, an agreement entitled “Cooperative Agreement Converted TAP Funds for Local Government” (hereinafter the “Agreement”) has been prepared for execution by and between West Valley City and UDOT, a copy of which is attached hereto, and which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement between West Valley City and UDOT;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and UDOT is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

COOPERATIVE AGREEMENT

Converted TAP Funds for Local Government

THIS COOPERATIVE AGREEMENT made and entered into this 1st day of April, 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and West Valley City, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**.”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Sidewalk located at 3425 West and Meadowbrook Drive starting at 4270 South and ending at 4325 South; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by an appropriation from the Utah State Legislature for distribution by a grant from **UDOT**; and

WHEREAS, it is the intent of the Utah State Legislature that participation in TAP projects be on a 50% Local, 50% State match basis with a maximum State participation of \$100,000.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **CITY** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.
2. The **CITY** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the **UDOT** highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **CITY** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50%

Reimbursement Agreement with those companies prior to advertising the project for bids. Contact Alana Spendlove, Region 2 Utility and Railroad Leader, telephone number 801-887-3462 or aspendlove@utah.gov for assistance in preparing the Reimbursement Agreement.

3. The **CITY** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact Mason Palmer, Region 2 Environmental Manager, telephone number 801-975-4970 for assistance with any environmental compliance requirements.
4. All construction work performed by the **CITY** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT**'s standards and specifications. For work performed within **UDOT**'s right-of-way, the **CITY** shall submit plans to **UDOT** for view and approval prior to starting construction. The **CITY** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT**'s right-of-way. Any inspection by **UDOT** does not relieve the **CITY** of its obligation to meet the standards and specifications. **CITY**'s construction may conform to local standards if they are equal to or greater than **UDOT**'s standards and specifications.
5. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.
6. The **CITY** will participate at a minimum of 50% of the total project. **CITY**'s participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.
7. The total estimated cost of the project including **CITY**'s participation is as follows:

UDOT Funds (Allocated Amount)	\$ 100,000
CITY 's Funds (50% minimum of Total)	\$ 104,000
 TOTAL PROJECT	 \$ 204,000

8. Upon completion of construction and final inspection by **UDOT**, and upon request of the **CITY**, **UDOT** will deliver to the **CITY** a lump sum amount of \$100,000 or 100% of **UDOT**'s funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT**'s contribution. If the project should overrun the estimated project amount contained herein, the **CITY** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **CITY** a lump sum amount based on the percentages as stated in this Agreement.

9. The **CITY** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.
10. **UDOT** shall have the right to audit all cost records and accounts of the **CITY** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **CITY** under this Agreement, the **CITY** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **CITY** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.
11. Upon commencement of the construction, the **CITY** agrees to complete the construction by October 1, 2015. If for any reason, the **CITY** cannot complete construction by October 1, 2015, the **CITY** must request, in writing and before October 1, 2015, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **CITY**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **CITY's** control. If the request is not approved the **CITY** will relinquish the grant allocation for the project and this Agreement shall be terminated.
12. If the **CITY** modifies its project and the modification affects the work, the **CITY** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions
13. Upon completion of the work covered by this Agreement, the **CITY** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.
14. **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act

by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

15. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.
16. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
17. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.
18. Each party represents that it has the authority to enter into this Agreement.

Sidewalk Construction
3425 West 4270 South – Robert Frost Elementary School
Cooperative Agreement with West Valley City
Charge ID No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

West Valley City, a Municipal Corporation in the
State of Utah

Attest:

City Recorder

Title:

Date:

.....

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Title: Project Manager

Title: Region Director

Date: _____

Date: _____

Approved as to Form:

The Utah State Attorney General's Office has
previously approved all paragraphs in this
Agreement as to form.

UDOT Comptroller Office
Contract Administrator

.....

Item #:	
Fiscal Impact:	\$33,850.00
Funding Source:	Class C
Account #:	
Budget Opening Required:	Yes

ISSUE:

Approval of a Supplemental Federal Aid Agreement with UDOT for traffic signal improvements at three intersections on 4100 South; 1300 West, 2700 West and 4000 West.

SYNOPSIS:

Additional federal funds were requested in the amount of \$500,000 to cover estimated costs associated with the improvements at the intersection of 4100 S and 4000 West. This supplemental agreement covers the additional local match funds of \$33,850.

BACKGROUND:

UDOT had allocated \$1,500,000 for traffic signal improvements at the intersections of 4100 South at 1300 West, 2700 West and 4000 West from the Federal Highway Safety Improvement Program (HSIP).

The Federal Aid Agreement for this project was approved in November 2014 with local matching funds of \$76,162.50. Preliminary engineering estimates indicate that additional funds are necessary to complete the anticipated improvements at the 4000 West intersection. The added funds may be used to acquire right-of-way on 4100 South for westbound dual left turn lanes. A request for an additional \$500,000 was approved by UDOT.

RECOMMENDATION:

Approve Supplemental Federal Aid Agreement with UDOT.

SUBMITTED BY:

Erik W. Brondum, P.E., Transportation Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A SUPPLEMENTAL
FEDERAL AID AGREEMENT WITH THE UTAH
DEPARTMENT OF TRANSPORTATION FOR TRAFFIC
SIGNAL IMPROVEMENTS AT 4100 SOUTH 1300 WEST,
4100 SOUTH 2700 WEST, AND 4100 SOUTH 4000 WEST.**

WHEREAS, West Valley City (the “City”) and the Utah Department of Transportation (“UDOT”) (collectively the “Parties”) entered into a Federal Aid Agreement in November of 2014 to improve the traffic signals at three intersections on 4100 South; and

WHEREAS, additional funds are needed to cover costs associated with improvements at the intersection of 4100 South and 4000 West; and

WHEREAS, an agreement entitled, “Federal Aid Agreement Supplement for Local Agency Project” (the “Agreement”), prepared for execution by and between the City and UDOT, is attached hereto and sets forth the rights, duties and obligations of the Parties; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the residents of West Valley City to authorize the execution of the above-referenced Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Valley City, Utah, that the Agreement entitled, “Federal Aid Agreement Supplement for Local Agency Project” is hereby approved and the Mayor is hereby authorized to execute said document for and on behalf of West Valley City, subject to approval of the final form of the document by the City Manager and City Attorney’s Office.

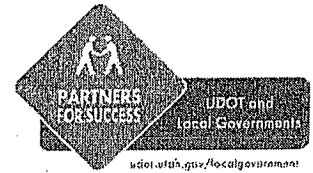
PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



State of Utah
Department of Transportation

Federal Aid Agreement Supplement for Local Agency Project CFDA No. 20.205	West Valley City - Erik Brondum City of Taylorsville - John Taylor	Maximum Project Value Authorized \$2,000,000
PIN Number 12225 FINET Number 54335 FMIS Number F009721	Project Number F-LC35(248) PIN Description 4100 S; 4000 W, 2700 W & 1300 W Signal Imps	Agreement Number (Original Agreement No.) 158614 Mod No. 1
		Date Executed

The Local Agency(ies) desires to supplement the agreement entered into and executed on 11/26/2014. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Funding from Base Federal Aid Agreement:

State Wide Transportation Improvement Program STIP 2014 - 2017

Fund*	Prior	2014	2015	2016	2017	Total	Fed Aid	State	Other	Pct
HSIP	\$0	\$125,000	\$1,375,000	\$0	\$0	\$1,500,000	\$1,398,450	\$0	\$101,550	6.77%
Total:	\$0	\$125,000	\$1,375,000	\$0	\$0	\$1,500,000	\$1,398,450	\$0	\$101,550	6.77%

Updated Funding for this Federal Aid Agreement #1:

State Wide Transportation Improvement Program STIP 2015 - 2018

Fund	Prior	2015	2016	2017	2018	Total	Fed Aid	State	Other	Pct
HSIP	\$0	\$700,000	\$1,050,000	\$0	\$0	\$1,750,000	\$1,631,525	\$0	\$118,475	6.77%
SEC164-HSIP	\$0	\$250,000	\$0	\$0	\$0	\$250,000	\$233,075	\$0	\$16,925	6.77%
Total:	\$0	\$950,000	\$1,050,000	\$0	\$0	\$2,000,000	\$1,864,600	\$0	\$135,400	6.77%

Upon signing this agreement the Local Agency(ies) agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency(ies) agrees to pay 100% of the overruns that exceed \$2,000,000 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to Erik Brondum at ERIK.BRONDUM@WVC-UT.GOV and John Taylor at JTAYLOR@TAYLORSVILLEUT.GOV, Local Agency(ies) Contact. The Local Agency(ies) shall pay within 30 days after each payment request. The Local Agency(ies) shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

LOCAL AGENCY

By See Attached

Date West Valley City Official
Mayor Ron Bigelow

LOCAL AGENCY

By _____

Date City of Taylorsville Official
Mayor Larry Johnson

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____

Exhibit A	Project Number F-LC35(248) Project Location 4100 S; 4000 W, 2700 W & 1300 W Signal Imps	PIN Number 12225 FINET Number 54335
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The Local Agency match will be a split between West Valley City and Taylorsville. As of this Federal Aid Agreement Modification #1, Taylorsville's portion of the match will be \$25,387.50 with West Valley City paying the remaining \$110,012.50. If there are any overages on the project, they will be broken up based off what portion of the project overruns.



Consultant Services Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 3/23/2015
PM REQUEST DATE 1/27/2015

FEDERAL AID 158614
AGREEMENT NO.
MOD NO. 1

Project No.: F-LC35(248) PIN No.: 12225
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal FINET Prog Code No.: 54335
Imps

UDOT Project Manager	UDOT Contract Administrator
Oanh Amber Le-Spradlin 2010 South 2760 West Salt Lake City, UT 84104 (801)975-4819 oanhle@utah.gov	Michael R. Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government #1	Local Government #2
West Valley City 3600 CONSTITUTION BLVD West Valley City, UT 84119-2057 Erik Brondum, (801) 963-3373 ERIK.BRONDUM@WVC-UT.GOV	City of Taylorsville 2600 W TAYLORSVILLE BLVD Taylorsville, UT 84118-2208 John Taylor, (801) 963-5400 JTAYLOR@TAYLORSVILLEUT.GOV

Project Value	\$2,000,000
Federal Match	\$1,864,600
Local Government Match	\$135,400
State Match	\$0

Please print six single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government #1	3/23/2015
2 Review/Approved Local Government #1	
3 Review/Approved Local Government #2	
4 Review/Approved UDOT Region Director (c/o UDOT PM)	
5 Consultant Services	
6 Sent to UDOT Comptroller	
7 Review/Approved UDOT Comptroller	

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

BMH

3/23/15

Item: _____
Fiscal Impact: \$43,445.00
Funding Source: CIP
Account #: 45-9610-40750-00000-7528

Budget Opening Required: ☐

ISSUE:

Replace Commercial Evaporative Coolers at the West Valley City Fleet Facility

SYNOPSIS:

Purchase and install 8 Commercial Evaporative Coolers at the City Fleet Facility to replace old and worn out units.

BACKGROUND:

The existing eight (8) evaporative coolers at the City Fleet Facility have outlived their life expectancy and operation. These units have been in operation since 2002 and the average life expectancy is about 7-10 years. These units were well maintained and performed well. They are now rusted and leaking, in some cases causing significant hard water damage to the facility and vehicles parked beneath. The new units are better built galvanized, totally sealed, and have more energy efficient fan motors and water pumps.

This project was advertised on BIDSYNC. Three companies responded and the lowest responsible bid is American Mechanical Systems.

Company	Bid Amount
American Mechanical Systems	\$43,445.00
Commercial Mechanical Systems	\$49,805.00
KHI Mechanical Services	\$53,987.00

RECOMMENDATION:

Approve the Contract for the purchase and installation of eight (8) New Commercial Evaporative Coolers from American Mechanical Systems Services LLC.

SUBMITTED BY:

Jake Arslanian, Director of Facilities and Construction Management

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO
AMERICAN MECHANICAL SYSTEMS, LLC FOR THE
PURCHASE AND INSTALLATION OF EIGHT NEW
COMMERCIAL EVAPORATIVE COOLERS FOR USE
AT THE WEST VALLEY CITY FLEET FACILITY.**

WHEREAS, proposals were solicited from qualified contractors for the purchase and installation of eight commercial evaporative coolers for use at the West Valley City Fleet Facility (the “Project”); and

WHEREAS, American Mechanical Systems, LLC (herein “American Mechanical”) submitted the lowest responsible bid for said work; and

WHEREAS, American Mechanical meets all other requirements of the proposal specifications; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the Project to American Mechanical;

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Council as follows:

1. American Mechanical is hereby awarded the contract for the Project;
2. Said contract shall be in an amount not to exceed \$43,445.00;
3. The Mayor is hereby authorized to execute a contract with American Mechanical, subject to the final approval of the contract by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Grant of Temporary Construction Easement from Donald R. Baumann and Myrna C. Baumann, Trustees of the Donald and Myrna Baumann Family Trust.

SYNOPSIS:

The Donald and Myrna Baumann Family Trust has signed a Grant of Temporary Construction Easement across the frontage of their property located 4290 South 3425 West (21-05-252-018).

BACKGROUND:

The Donald and Myrna Baumann Family Trust property is one of nine properties which will be affected and benefitted by construction of the 3425 West Sidewalk Project. This project will construct sidewalk along 3425 West and portions of Meadowbrook Drive where sidewalk does not exist currently and will connect to existing sidewalks to provide a safer walking route to Robert Frost Elementary School. The project will also include new curb and gutter, textured, colored concrete park strips along with tie-ins to existing driveways and landscaping. The design of this project does not require additional right-of-way to be acquired. However Grants of Temporary Construction Easement will be required. The Grant of Temporary Construction Easement will allow the City and its contractor an additional ten feet of space to construct the required improvements within the existing right-of-way. More importantly, it allows the contractor to replace improvements on adjoining properties disturbed by construction of the project. Improvements such as driveways, sprinklers and landscaping will be reconstructed as required to match new sidewalk and drive approach locations and elevations. The Grant of Temporary Construction Easement will expire December 31, 2015.

RECOMMENDATION:

Approve and accept Grant of Temporary Construction Easement. Authorize the City Recorder to record said Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM DONALD R. BAUMANN AND MYRNA C. BAUMANN, TRUSTEES OF THE DONALD AND MYRNA BAUMANN FAMILY TRUST, FOR PROPERTY LOCATED AT 4290 SOUTH 3425 WEST (PARCEL 21-05-252-018).

WHEREAS, Donald R. Baumann and Myrna C. Baumann, Trustees of the Donald and Myrna Baumann Family Trust, (herein “Baumann”) owns property located at 4290 South 3425 West (herein “the Property”); and

WHEREAS, the Property is affected and benefitted by the construction of the 3425 West Sidewalk Project (herein “Project”); and

WHEREAS, Baumann has executed a Grant of Temporary Construction Easement to facilitate construction of the Project; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **21-05-252-018**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Donald R. Baumann and Myrna C. Baumann, Trustees of the DONALD AND MYRNA BAUMANN FAMILY TRUST, dated the 30th day of August, 2002**, of 4290 South 3425 West, West Valley City, Utah 84119, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easements on, over, across and through GRANTORS' land located at **4290 South 3425 West**, for construction and replacement of improvements, said easement being described as follows:

A parcel of land located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows:


The East 10.00 feet of Lot 210, Meadow Heights No. 2, according to the official plat thereof recorded in Book "R" at page 25 in the office of the Salt Lake County Recorder. Contains 700 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2015**, unless otherwise extended in writing by the GRANTORS.

WITNESSED the hands of said GRANTORS this 12TH day of FEBRUARY, 2015.

GRANTORS



Donald R. Baumann, Trustee



Myrna C. Baumann, Trustee

State of UTAH)
County of SALT LAKE) :ss

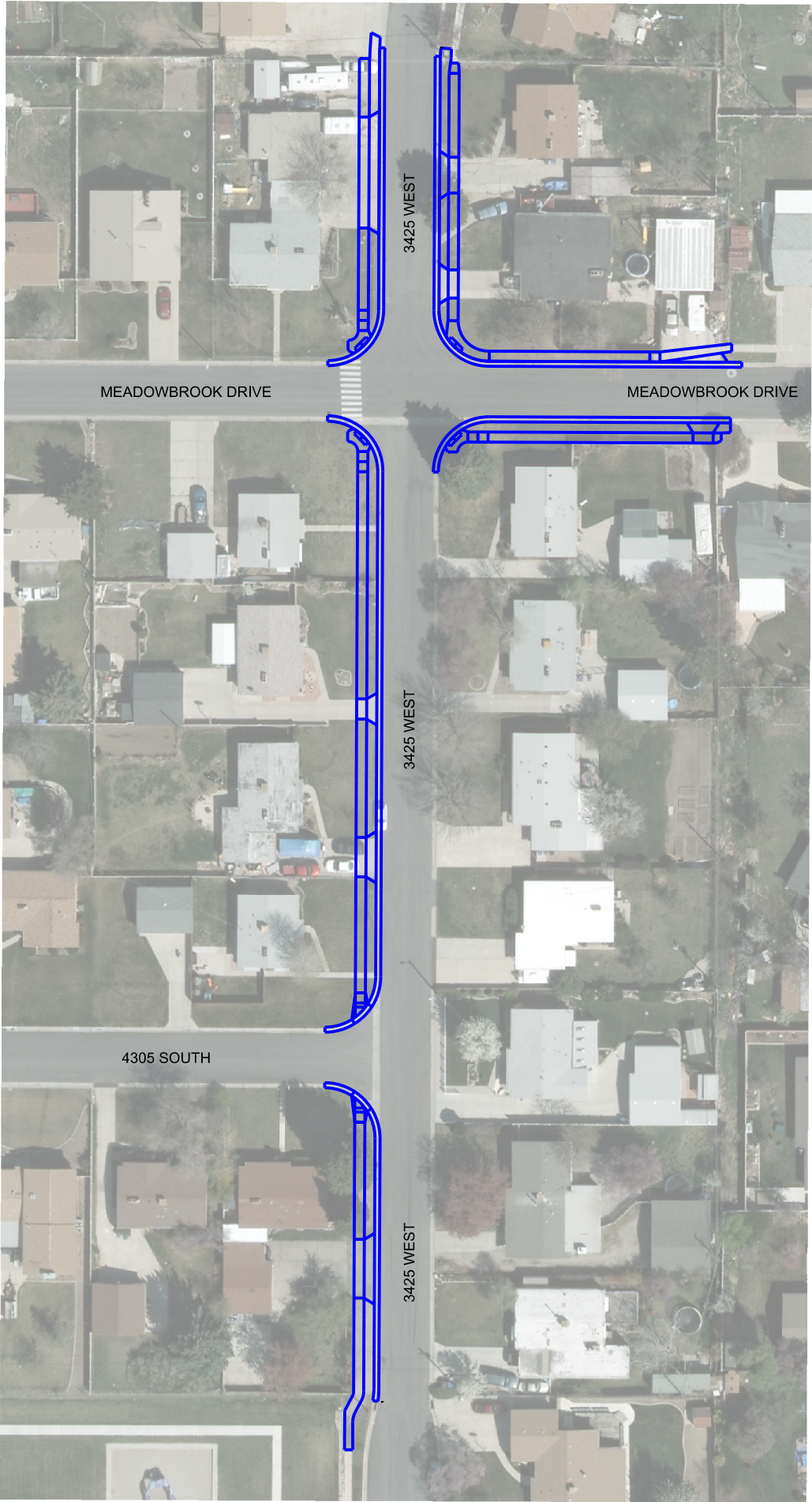
On this 12TH day of FEBRUARY, 2015, personally appeared before me **Donald R. Baumann and Myrna C. Baumann**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the trustees, of the **DONALD AND MYRNA BAUMANN FAMILY TRUST, dated the 30th day of August, 2002**, and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.




Notary Public



3425 West Sidewalk Project
(Robert Frost Elementary to Meadowbrook Drive)



ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE: _____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

PUD-1-2015 – Highbury Towns East – Phase 4

SYNOPSIS:

Applicant: Ivory Homes
Proposal: Final Plat Approval
Location: 3075 South 5290 West
Zoning: RM

BACKGROUND:

Nick Mingo, representing Ivory Homes, is requesting approval for the fourth and final phase of the Highbury Towns East PUD. This phase will consist of 15 units and 1 parcel on approximately 2.14 acres.

The site plan and building elevations are consistent with those approved by the Planning Commission and City Council. Buildings will consist of 100% masonry materials. The architecture in this project is reflective of the craftsman style. Although brick is limited with this style of architecture, there are elements that will appear on the front elevation as well as the drive courts. Stucco and fiber cement siding will comprise the other materials used in this development. Ivory is proposing different color schemes to be used to provide greater diversity between buildings.

Staff has evaluated this project in regards to the multiple family design standards. This project meets the standards outlined in the ordinance governing architecture, color and variation. Buildings will use the same footprint as previous phases. As noted in other phases Ivory Homes has added a rambler plan on the end of some of the units. This option has opened up an opportunity to include a larger demographic.

There are a number of unit types with varying square footages. Unit sizes range from 1104 to 1861 square feet. In addition, Ivory homes intends to install basements for all homes. A soils report was prepared when this area was planned for single family development. The report indicated that ground water was encountered at a depth ranging from 5-10 feet below existing grades. The finished grade elevations have been raised approximately 2-3 feet which has allowed full basements to be constructed.

All units will have a two car garage. In addition to the garage, parking will be available within the 20-foot setback in front of each town home. This phase does provide additional guest parking. The developer has tried to evenly disperse guest parking throughout the community. Overall, 24 spaces have been provided for guest parking.

The overall open space in this development has been calculated at 52%. Of this number, approximately 17.1% has been designated as functional open space. As discussed from the onset of this community, there will be two large areas of open space available for resident use. This area consists of approximately 35,000 square feet. The east side of Darlington Drive will be left open, while the west side will contain play structures, a swing set, and pavilions for resident use.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager



COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

February 26, 2015

Ivory Development
Attn: Nick Mingo
978 E Woodoak Lane
Salt Lake City, UT 84117

Dear Mr. Mingo:

The West Valley City Planning Commission voted on February 25, 2015 to recommend to the City Council final plat approval for the 4th phase of the Highbury Towns East PUD on application #PUD-1-2015. The property is located at 3075 S 5290 W.

The motion for approval is subject to the following conditions:

1. That the developer resolve all staff and agency concerns.
2. That this development comply with all provisions listed in the development agreement.
3. That the landscape plan submitted with the final plat be followed. Said landscaping plan will provide measures to ensure water conservation techniques will be used in accordance with City ordinances.
4. That the proposed development comply with all provisions of the West Valley City Fire Department. This shall include access into and through the project.
5. That the developer resolve any issues regarding irrigation ditches and irrigation water that may be in use.
6. That compliance be made with Granger Hunter Improvement District, i.e., water line extensions, connections, water rights and fire protection.
7. That the subdivision name and street names be approved by the Salt Lake County Auditor's Office.
8. That proposed building setbacks be in accordance with the site plan reviewed as part of this application. Slight modifications can be made to other setbacks if needed in order to accommodate utilities or other infrastructure.
9. That building elevations, colors and materials, be in accordance with those illustrated during the April 8, 2009 Planning Commission meeting.

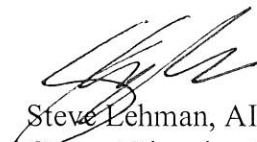


COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

Any conditions attached to this approval will need to be satisfied one week prior to the date set for hearing before the City Council. You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3311.

Sincerely,



Steve Lehman, AICP
Current Planning Manager

SL/nc

PUD-1-2015
Highbury Towns East – Phase 4 Final Plat
Ivory Homes
R-1-8 Zone
15 Units & 1 Parcel
2.14 Acres

BACKGROUND

Nick Mingo, representing Ivory Homes, is requesting final plat approval for the 4th phase of the Highbury Towns East Subdivision. The subject property is located in the northeast portion of the overall development.

STAFF/AGENCY COMMENTS:

Public Works Department:

Authorization required of ditch/water users for any abandonment, relocation, piping or any other modifications to existing ditches or irrigation structures.

Street improvements for Newington Lane and Barnsbury Lane shall be installed in accordance with the plan and profiles submitted to the City Engineering Division.

Revisions to plat required.

Flood control issues to be coordinated with Public Works.

Utility Companies:

Standard Utility Easements required.

Granger Hunter Improvement District:

Project is subject to all GHID requirements and design standards.

Building Division:

Follow recommendations outlined in the soils report.

Fire Department:

Project shall meet all provisions of Fire Code relating to this type of development.

ISSUES:

- The fourth and final phase of the Highbury Towns East PUD will consist of 15 units and 1 parcel on approximately 2.14 acres. This phase is consistent with the preliminary plat previously approved by the Planning Commission.
- Building elevations were reviewed during the preliminary plat. The buildings constructed thus far have been in accordance with the approval granted by the Planning Commission. Buildings in this phase will use the same footprint as in previous phases of this project.
- Buildings will consist of 100% masonry materials. The architecture in this project is reflective of the craftsman style. Although brick is limited with this style of architecture, there are elements that will appear on the front elevation as well as the alleys. Stucco and hardi plank will comprise the other materials used in this development. Ivory is proposing different color schemes to be used to provide greater diversity between buildings.
- Staff has evaluated this project in regards to the multiple family design standards. This project meets the standards outlined in the ordinance governing architecture, color and variation. Buildings will use the same footprint as previous phases. As noted in other phases Ivory Homes has added a rambler plan on the end of some of the units. This option has opened up an opportunity to include a larger demographic.
- There are a number of unit types with varying square footages. Unit sizes range from 1104 to 1861 square feet. In addition, Ivory homes intends to install basements for all homes. A soils report was prepared when this area was planned for single family development. The report indicated that ground water was encountered at a depth ranging from 5-10 feet below existing grades. The finished grade elevations have been raised approximately 2-3 feet which has allowed full basements to be constructed. Ivory will install a sub-drain system to provide an extra measure of protection for new home owners.
- All units will have a two car garage. In addition to the garage, parking will be available within the 20-foot setback in front of each town home. This phase does provide additional guest parking. The developer has tried to evenly disperse guest parking throughout the community. Overall, 24 spaces have been provided for guest parking.
- The overall open space in this development has been calculated at 52%. Of this number, approximately 17.1% has been designated as functional open space. As discussed from the onset of this community, there will be two large areas of open space available for resident use. This area consists of approximately 35,000 square feet. The east side of

Darlington Drive will be left open, while the west side will contain play structures, a swing set, and pavilions for resident use.

West Valley City Planning Commission
February 25, 2015
Page 4

STAFF ALTERNATIVES:

- A. Grant final plat approval for the 4th phase of the Highbury Towns East Subdivision subject to the following conditions:
1. That the developer resolve all staff and agency concerns.
 2. That this development comply with all provisions listed in the development agreement.
 3. That the landscape plan submitted with the final plat be followed. Said landscaping plan will provide measures to ensure water conservation techniques will be used in accordance with City ordinances.
 4. That the proposed development comply with all provisions of the West Valley City Fire Department. This shall include access into and through the project.
 5. That the developer resolve any issues regarding irrigation ditches and irrigation water that may be in use.
 6. That compliance be made with Granger Hunter Improvement District, i.e., water line extensions, connections, water rights and fire protection.
 7. That the subdivision name and street names be approved by the Salt Lake County Auditor's Office.
 8. That proposed building setbacks be in accordance with the site plan reviewed as part of this application. Slight modifications can be made to other setbacks if needed in order to accommodate utilities or other infrastructure.
 9. That building elevations, colors and materials, be in accordance with those illustrated during the April 8, 2009 Planning Commission meeting.
- B. Continuation, in order for the developer to address issues raised during the public hearing.

Applicant:
Nick Mingo
Ivory Homes

Discussion: Steve Lehman presented the application. Nick Mingo stated that Ivory provided a survey to residents asking whether a clubhouse or amenity package would be preferred and the residents overwhelmingly voted for amenities and open space.

West Valley City Planning Commission
February 25, 2015
Page 5

Barbara Thomas asked if clubhouses are generally used in other Ivory projects. Mr. Mingo replied that they can be but the amenity packages are less expensive in resident HOA costs. Jack Matheson asked how the HOA works in the neighborhood and asked if the townhomes are separate from single family. Mr. Mingo replied that they have their own association but are owned by the same company. Jack Matheson asked if the single family residents will use this park. Mr. Mingo replied that there are other parks throughout the neighborhood. Terri Mills stated that she likes that garbage and recycling cans are required to be kept inside the garages but indicated that she does not like the look of the utility boxes. Mr. Mingo replied that he would like to bury them but this is not allowed by the power company or Comcast. Chairman Thomas asked what amenities are included in the amenity package. Mr. Mingo replied that there is a large open field, 3 playgrounds for different age groups including a swing-set, and a picnic area with another grass field.

Motion: Commissioner Fuller moved for approval subject to the 9 staff conditions.

Commissioner Meaders seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Mills	Yes
Chairman Thomas	Yes

Unanimous-PUD-1-2015- Approved

PUD-1-2015 Petition by **NICK MINGO**, representing **IVORY HOMES**, requesting final plat approval for the 4th phase of the Highbury Towns East PUD. The proposed development consists of 15 units and 1 parcel on 2.14 acres. The subdivision is located at 3075 South 5290 West and is zoned 'R-1-8' (single family residential, minimum lot size 8,000 square feet). (Staff- **Steve Lehman** at 801-963-3311)



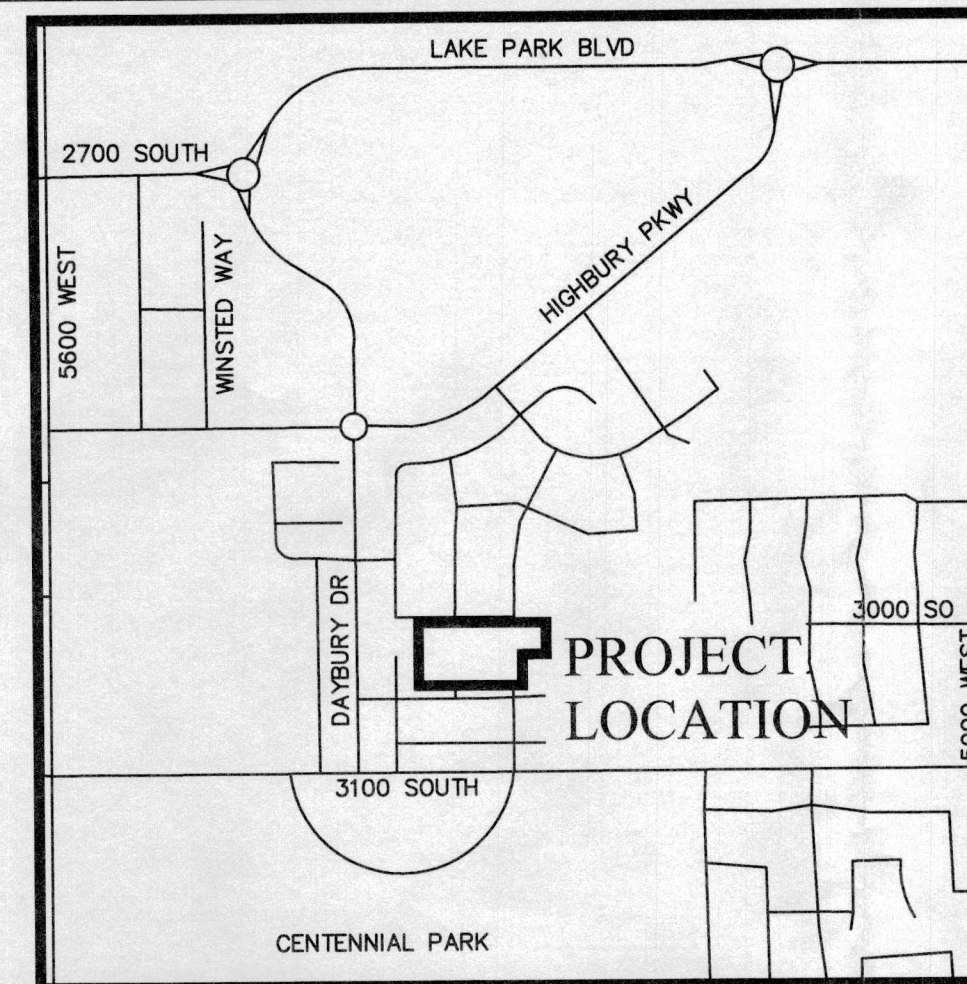
PUD-1-2015 Petition by **NICK MINGO**, representing **IVORY HOMES**, requesting final plat approval for the 4th phase of the Highbury Towns East PUD. The proposed development consists of 15 units and 1 parcel on 2.14 acres. The subdivision is located at 3075 South 5290 West and is zoned 'R-1-8' (single family residential, minimum lot size 8,000 square feet). (Staff- **Steve Lehman** at 801-963-3311)



HIGHBURY TOWNS EAST PHASE 4 P.U.D.

A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 25
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, UTAH

NORTHWEST CORNER
OF SECTION 25,
TOWNSHIP 1 SOUTH,
RANGE 2 WEST,
SALT LAKE BASE
AND MERIDIAN
FOUND SALT LAKE
COUNTY BRASS CAP



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- REBAR AND CAP (PLS XXXXXXXX) TO BE SET
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)

COMMON OWNERSHIP
(ALL COMMON AREAS ARE ALSO
PUBLIC UTILITY AND DRAINAGE
EASEMENTS)

LIMITED COMMON OWNERSHIP
(ALL LIMITED COMMON AREAS ARE
ALSO PUBLIC UTILITY AND
DRAINAGE EASEMENTS)

PRIVATE OWNERSHIP

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	90°00'00"	23.56	N45°00'00"E	21.21
C2	15.00	35°28'05"	9.29	N72°15'58"E	9.14
C3	15.00	54°31'55"	14.28	S27°15'58"W	13.74
C4	15.00	11°32'13"	3.02	S05°46'07"W	3.02
C5	15.00	78°27'47"	20.54	N50°46'07"E	18.97
C6	98.00	0°28'21"	0.81	S89°45'50"W	0.81
C7	98.00	13°11'05"	22.55	N82°56'07"E	22.50
C8	21.00	10°58'37"	4.02	N78°53'13"W	4.02
C9	21.00	73°23'54"	26.90	S36°41'57"E	25.10

Line Table		
LINE	LENGTH	DIRECTION
L1	4.00	N90°00'00"E
L2	12.00	S00°00'00"E
L3	24.00	S00°00'00"E
L4	12.00	S90°00'00"W
L5	12.00	S90°00'00"W
L6	24.50	N90°00'00"E

WTR. TABLE ELEVATION VS. LOWEST FLOOR SLAB ELEVATION

UNITS #	WATER TABLE ELEVATION	MINIMUM ELEV. LOWEST FLOOR SLAB	TBC ELEVATION AT LOWEST PROPERTY COR.	DIFFERENCE IN TBC ELEVATION TO LOWEST FLOOR
401-404	4247.00	4250.00	4259.38	-12.38
405-407	4247.00	4250.00	4260.45	-13.45
408-411	4247.00	4250.00	4260.95	-13.95
412-415	4247.00	4250.00	4261.36	-14.36

NOTE: THE WATER TABLE DEPTH BASED ON THE GEO-TECHNICAL INVESTIGATION FOR THIS AREA WAS APPROXIMATELY 10' DEEP. WE USED OUR EXISTING TOPOGRAPHY TO DETERMINE THE LOWEST ACCEPTABLE FLOOR SLAB ELEVATION. OUR DATUM IS APPROXIMATELY 6' HIGHER THAN THAT USED BY THE GEO-TECHNICAL ENGINEER.

SURVEYOR NOTES:

- A BEARING OF NORTH 0°06'50" WEST BETWEEN FOUND SALT LAKE COUNTY MONUMENTS FOR THE WEST QUARTER AND NORTHWEST CORNERS OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY. THIS BEARING IS TAKEN FROM THE AREA REFERENCE PLAT (A.R.P.) FOR THIS SECTION AS PUBLISHED BY THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR. ALTHOUGH THE PREVIOUS PHASES 1-4 INDICATED A BASIS OF BEARING OF NORTH 0°06'35" WEST, IT IS APPARENT BASED UPON THE LOCATION OF PHYSICAL IMPROVEMENTS AND MONUMENTATION THAT IN FACT THE A.R.P. BEARING OF NORTH 0°06'50" WEST WAS USED AS THE BASIS OF BEARING TO SURVEY THE PREVIOUS PHASES.
- 5/8"x 24" REBAR AND CAP TO BE SET AT EXTERIOR BOUNDARY CORNERS.
- THE BENCHMARK IS LOCATED AT THE WEST QUARTER CORNER OF SECTION 25 TOWNSHIP 1 SOUTH, RANGE 2 WEST SALT LAKE BASE & MERIDIAN. ELEVATION = 4258.92. (THE BENCHMARK ELEVATION FOR THIS PHASE DOES NOT MATCH THAT OF PHASES 1 OR 2. THE PREVIOUS BENCHMARK ELEVATION WAS 4255.15).

WEST QUARTER CORNER OF SECTION 25,
TOWNSHIP 1 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
FOUND SALT LAKE COUNTY BRASS CAP

STOCKPORT WAY
(3045 SOUTH)
(PUBLIC ROAD)

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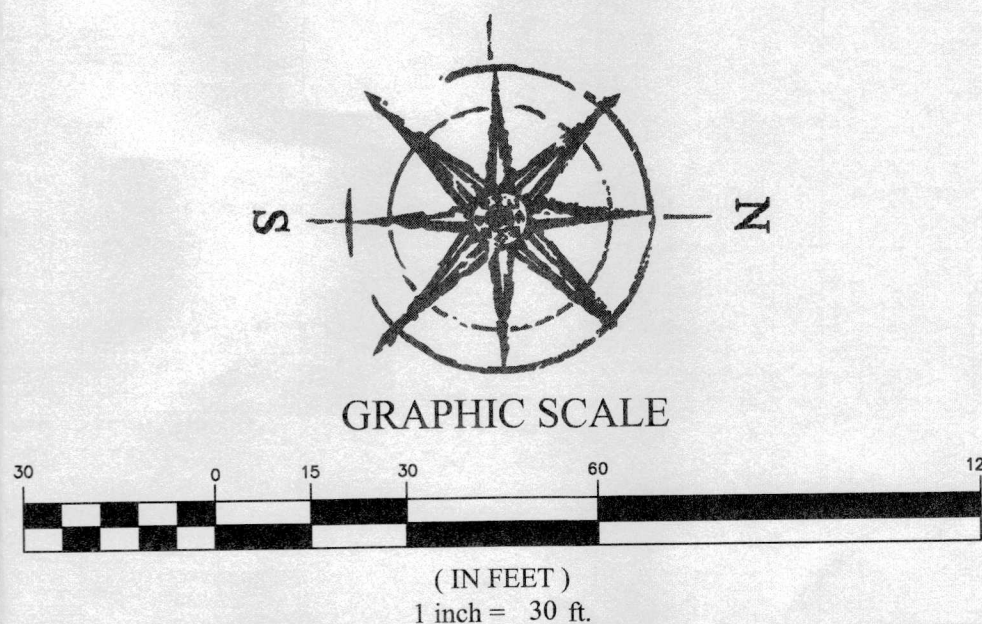
STOCKPORT WAY
(3045 SOUTH)
(PUBLIC ROAD)

PREPARED FOR
IVORY DEVELOPMENT L.L.C.

978 WOODAKE LANE
MURRAY, UTAH
84117, PH: 747-7440

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
502 EAST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com



NOTES:

- A SOILS REPORT IN ACCORDANCE WITH SECTION 7-19-604 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED BY AGC PROJECT NO. 1081245, NOVEMBER 22, 2006.
- HIGH WATER TABLE IS PRESENT. SEE TABLE FOR BASEMENT FLOOR (LOWEST FLOOR SLAB) ELEVATION.
- ELEVATION OF LOWEST FLOOR SLABS TO BE A MINIMUM OF 3.00 FEET ABOVE HIGH WATER TABLE.
- ALL TOWNHOMES IN THIS PHASE TO BE BUILT WITH GRAVEL DRAINAGE ROCK UNDER THE FLOOR SLABS AND WITH A SUMP PIT AND SUMP PUMP IN THE LOWEST FLOOR SLAB.
- ALL TOP OF WALL ELEVATIONS (TOW = TOP OF FOUNDATION) ARE SET TO MAINTAIN DRIVEWAY SLOPES AT A 0.5% MIN. & 12.0% MAX. AND TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS. ANY ADJUSTMENTS TO THE TOP ELEVATIONS TO BE VERIFIED BY THE ENGINEER AND CONTRACTOR IN ORDER TO MAINTAIN THE REQUIRED SLOPES AND DRAINAGE PATTERNS.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY TOWNHOME UNIT UNTIL 1) ASPHALT PAVING IS INSTALLED; AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED AND CHARGED.
- PARCEL A, OPEN SPACE, PRIVATE ROADS AND LIMITED COMMON OWNERSHIP HEREBY CONVEYED TO AND MAINTAINED BY THE HIGHBURY TOWNS EAST HOME OWNERS ASSOCIATION (HOA).
- 6' SOLID "TIREX" FENCING REQUIRED ALONG SOUTH BOUNDARY OF PROJECT ADJACENT TO 3100 SOUTH.
- ALL LIMITED COMMON AND COMMON AREA IS ALSO A PUBLIC UTILITY AND DRAINAGE EASEMENT.

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS
EXAMINED THIS PLAT AND IT IS CORRECT IN
ACCORDANCE WITH INFORMATION ON FILE IN
THIS OFFICE

DATE WEST VALLEY CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____ A.D. 20__

WEST VALLEY CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL
THIS _____ DAY OF _____
A.D. 20__ AT WHICH TIME THIS SUBDIVISION
WAS APPROVED AND ACCEPTED.

ATTEST: WEST VALLEY CITY RECORDER CITY MANAGER, WEST VALLEY CITY

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____
A.D. 20__ BY THE WEST VALLEY CITY
PLANNING COMMISSION

CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE VALLEY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____
A.D. 20__

DIRECTOR, S. L. VALLEY HEALTH DEPT.

GRANGER-HUNTER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____
A.D. 20__

MANAGER

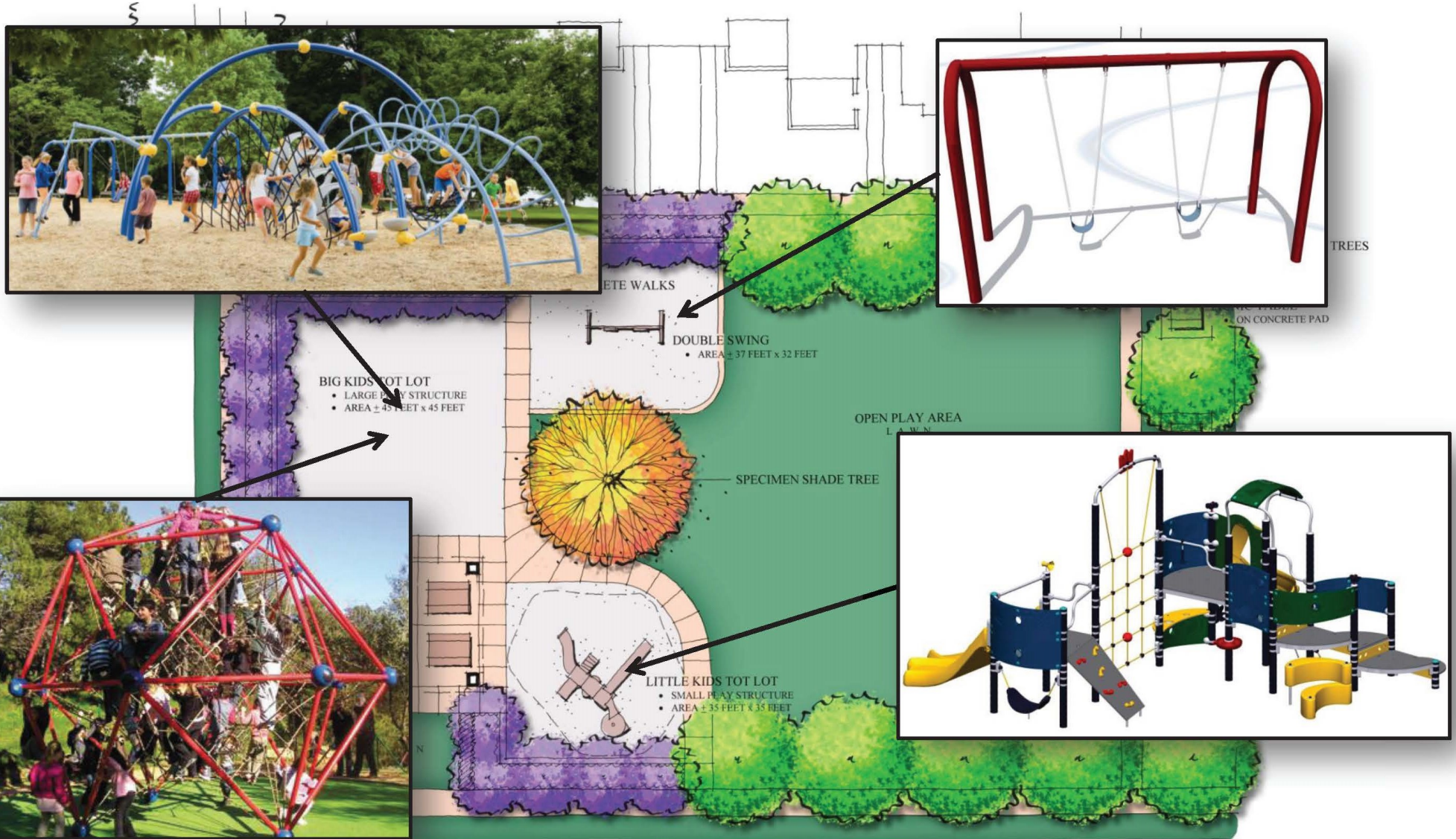
Site Plan



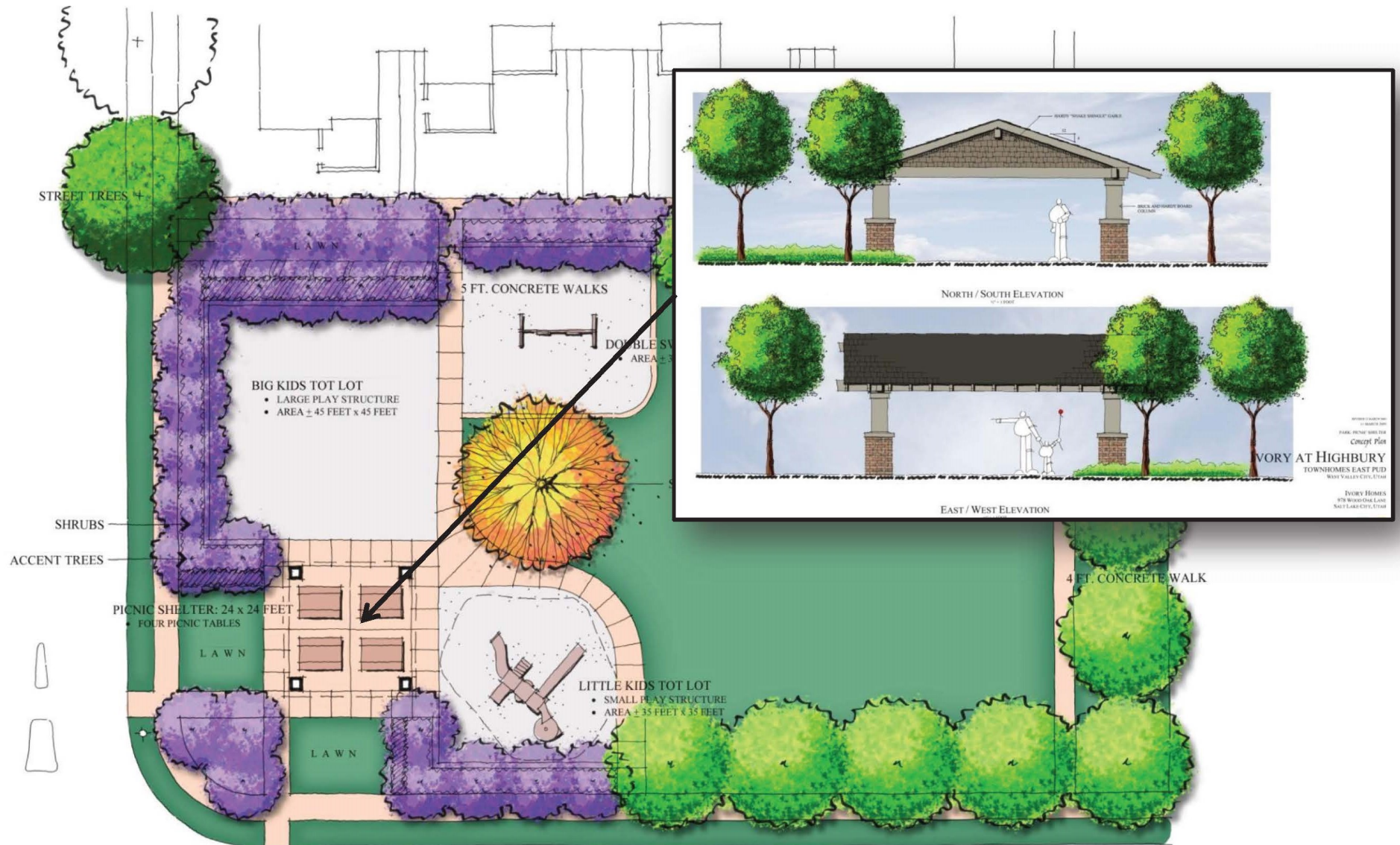
Site Plan – Park Areas



Park Amenities



Park Amenities



ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE: _____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

S-5-2015 – Parkway View Subdivision

SYNOPSIS:

Applicant: Lake Park Project LLC
Proposal: Final Plat
Location: 4028 West Parkway Boulevard
Lots: 3
Acres: 5.5
Zoning: M

BACKGROUND:

Corbin Bennion representing Lake Park Project LLC, has filed a request to divide Parcel 102D in the Lake Park Development. The subject property is located at the northeast corner of Parkway Boulevard and Lake Park Boulevard.

The proposed subdivision will divide an existing parcel into a 3 lot subdivision. Although the property was created in August 2000 titled Lake Park Lot 102D, it was done as a metes and bounds subdivision. Metes and Bounds subdivisions are not formal subdivision plats and are therefore not recorded. A legal description would have accompanied the drawing which was filed in the Office of the County Surveyor.

At the present time, the Home 2 Suites is located on what will become lot 1 of the subdivision. Two new lots will be created to the west and north of the existing hotel. It is anticipated that these lots will be used to support the existing hospitality use and/or for office uses. Future uses within the subdivision will be reviewed as conditional and/or permitted uses.

The thought of future lots at this location has been discussed for years. The placement of the hotel, with the existing access points along Parkway and Lake Park Boulevards along with the existing internal drive, lends itself to the creation of additional lots. Cross access and parking easements will need to be established and recorded prior to the plat recording.

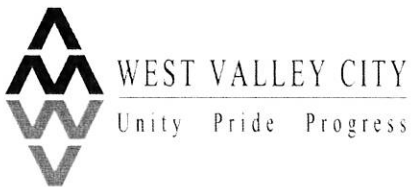
There are also various waterline easements that cut through lots 2 and 3. While there is sufficient room to construct new buildings, these will need to be accounted for at the building stage.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman, Current Planning Manager



COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

February 26, 2015

Dominion Engineering
Attn: Corbin Bennion
5684 South Green Street
Murray, Utah 84123

Dear Mr. Bennion:


The West Valley City Planning Commission voted on February 25, 2015 to recommend to the City Council a minor subdivision in the Lake Park Development on application #S-5-2015. The property is located at the northeast corner of Parkway Boulevard and Lake Park Boulevard.

The motion for approval is subject to the resolution of staff and agency comments.

Any conditions attached to this approval will need to be satisfied one week prior to the date set for hearing before the City Council. You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3311.

Sincerely,



Steve Lehman, AICP
Current Planning Manager

SL/nc

S-5-2015

Parkway View Subdivision

4028 West Parkway Boulevard

M Zone

3 Lots

5.5 Acres

BACKGROUND:

Corbin Bennion representing Lake Park Project LLC, has filed a minor subdivision for Parcel 102 D in the Lake Park Development. The subject property is located northeast corner of Parkway Boulevard and Lake Park Boulevard and is zoned manufacturing.

ISSUES:

The proposed subdivision is being submitted to create a 3 lot subdivision. Although the property was created in August 2000 titled Lake Park Lot 102D, it was done as a metes and bounds subdivision. Metes and Bounds subdivisions are not formal subdivision plats and are therefore not recorded. A legal description would have accompanied the drawing which was filed in the Office of the County Surveyor.

At the present time, the Home 2 Suites is located on what will become lot 1 of the subdivision. Two new lots will be created to the west and north of the existing hotel. It is anticipated that these lots will be used to support the existing hospitality use and/or for office uses. Future uses within the subdivision will be reviewed as conditional and/or permitted uses. At that time, staff and agency comments will be more thoroughly addressed.

The thought of future lots at this location has been discussed for years. The placement of the hotel, along with the existing access points along Parkway and Lake Park Boulevards along with the existing internal drive, lends itself to the creation of additional lots. Cross access and parking easements will need to be established and recorded prior to the plat recording.

There are also various waterline easements that cut through lots 2 and 3. While there is sufficient room to construct new buildings, these will need to be accounted for at the building stage.

STAFF ALTERNATIVES:

1. Approve the Lake Park Lot 102D Subdivision subject to a resolution of staff and agency comments.
2. Continue the application in order for the developer to address the Planning Commissions concerns.

Applicant:

Corbin Bennion
Lake Park Project LLC

Discussion: Steve Lehman presented the application. Brent Fuller stated that the road going through lot 2 creates an unusable strip of property. Steve replied that it could be used as landscaping or parking. He added that the road cannot be pushed further to Lake Park Blvd so this will likely need to stay.

Corbin Bennion, representing the applicant, stated that there is a large sloped easement that would limit development west of the road in lot 2. He indicated that this could eventually be parking and added that there is still a good building envelope for lot 2 on the east side of the road. Mr. Bennion stated that there is also a waterline easement that goes through lot 2 and added that this will need to be worked out in the future. Jack Matheson asked if the existing berm will need to be cut through for utilities. Mr. Bennion replied that water and sewer have already been installed.

Motion: Commissioner Fuller moved for approval.

Commissioner Matheson seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Mills	Yes
Chairman Thomas	Yes

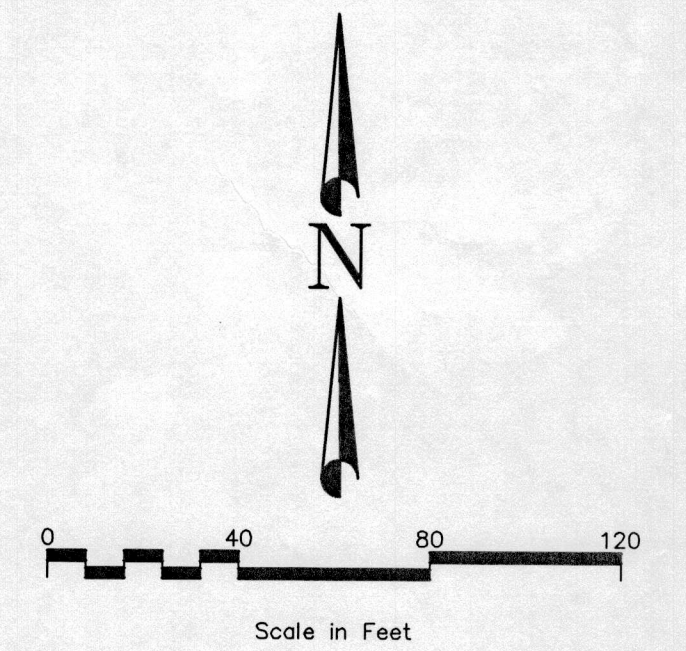
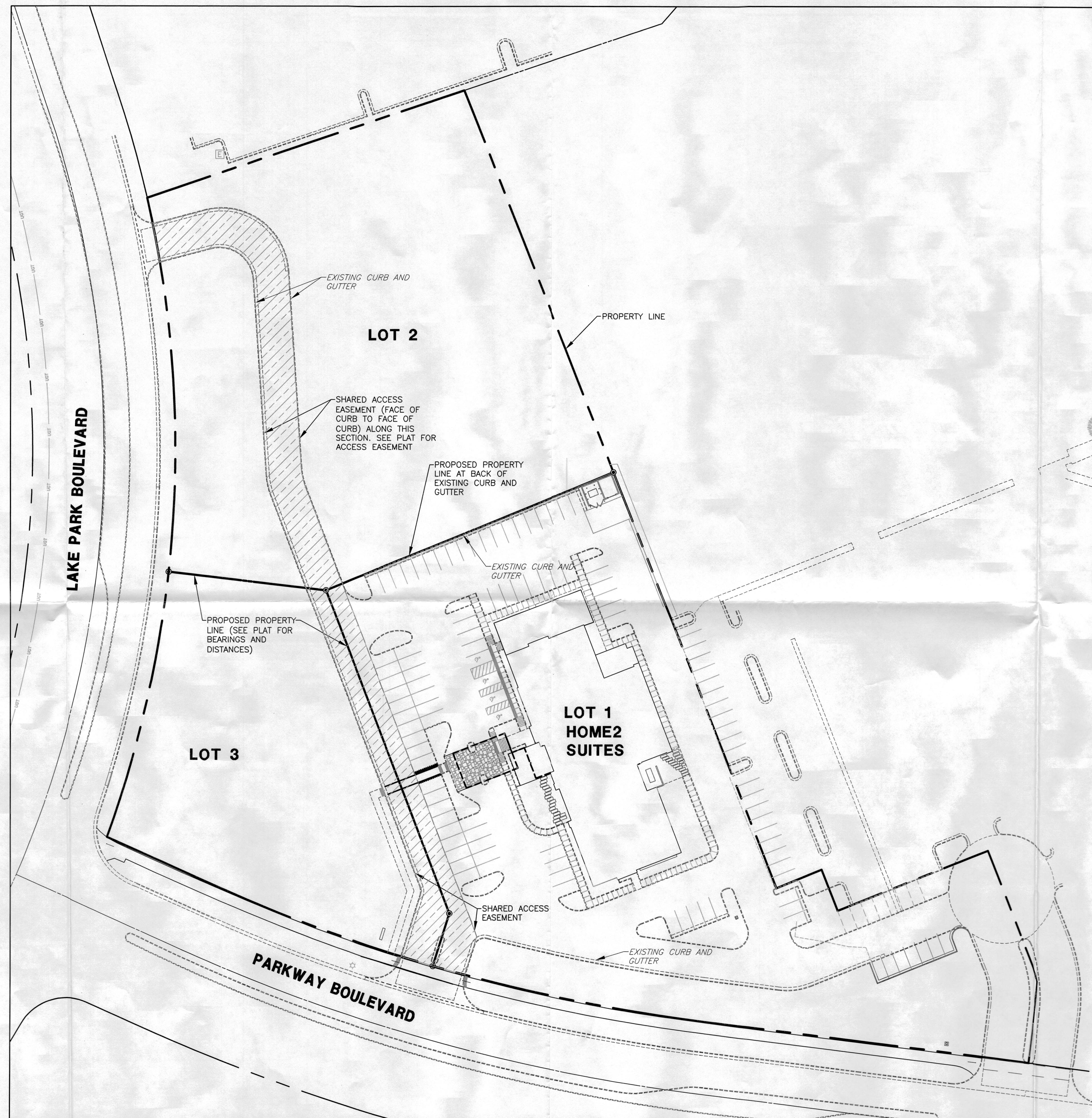
Unanimous-S-5-2015- Approved

S-5-2015 Petition by **CORBIN BENNION** requesting a **minor subdivision** in the Lake Park Development. The subdivision will consist of 3 lots on 5.5 acres. The property is located at the northeast corner of Parkway Boulevard and Lake Park Boulevard and is zoned M (manufacturing). (Staff- **Steve Lehman** at 801-963-3311)



S-5-2015 Petition by **CORBIN BENNION** requesting a **minor subdivision** in the Lake Park Development. The subdivision will consist of 3 lots on 5.5 acres. The property is located at the northeast corner of Parkway Boulevard and Lake Park Boulevard and is zoned M (manufacturing). (Staff- **Steve Lehman** at 801-963-3311)





NOTE:
SEE PLAT FOR COMPLETE INFORMATION ON PROPERTY
DIMENSIONS, EASEMENTS AND OTHER PERTINENT INFORMATION.

DRAWN	DCG 1/15	CHECKED	CAB 1/15
DESIGNED	DCG 1/15	DATE	DATE
APPROVED	CAB 1/15	PROJECT ENGINEER	PROJECT MANAGER
DATE	DATE	DATE	DATE

INN MANAGEMENT, INC
WEST VALLEY CITY, UTAH



HOME 2 SUITES BY HILTON 4028 W. PARKWAY BLVD.
LOT 102D AMENDED

					PROJECT NO.
					2358
					SHEET NO.
					EX-1
NO.	REVISIONS	BY	DATE	FILE NAME:	SCALE:
				EX1A	1"=40'

ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE: _____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

S-15-2014 – Thomasville Manor Subdivision

SYNOPSIS:

Applicant: Reliance Homes
Proposal: Final Plat
Location: 7050 West 3500 South
Zoning: R-1-10

BACKGROUND:

Elyas Raigne, representing Reliance Homes, is requesting final plat approval for the Thomasville Manor Subdivision. The subdivision is bordered on the north and west by existing single family development. The subdivision is bordered on the east by the Towns and Hunter Village and an existing duplex.

The proposed subdivision will consist of 26 lots on approximately 9.8 acres. This equates to an overall density of 2.65 units per acre. Although the subject property is zoned R-1-10, the average lot size is approximately 11,000 square feet. This equation does not factor in the square footage of the existing homestead known as lot 124.

Access to the subdivision will be gained from 3500 South and from existing stub streets from the Orchard View Subdivision to the west and from the Hunter Village Subdivision to the north. The developer will be responsible to dedicate and improve 3500 South including curb, gutter and sidewalk. Although the applicant will dedicate the full right-of-way, improvements will be installed at the existing width of 40 feet. The developer will be required to construct a masonry barrier wall along 3500 South.

Due to the improvements being installed at the 40-foot half width, an area of approximately 15 feet will remain between the curb and gutter and sidewalk. The developer was going to install stamped colored concrete. However, after discussions with the Public Works Department and City Administration, staff is recommending that this area be landscaped. The landscaping of this area will be coordinated with the City Parks Department and will be maintained until such time that UDOT fully improves 3500 South.

All streets will be dedicated and improved to the City's 54-foot right-of-way. The new streets will need to transition with the existing rights-of-way to the north and west. All street improvements will be coordinated with the City Engineering Division.

As the property has been farmed for many years, there are a number of irrigation ditches. These ditches will need to be piped in accordance with City ordinances. The developer will be responsible to coordinate with the irrigation company and/or ditch master along with water users to ensure that methods to pipe these ditches meet with their approval.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman, Current Planning Manager



**COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT**

March 12, 2015

Elyas Raigne
5941 S Redwood Road
Taylorsville, UT 84123

Dear Mr. Raigne:

The West Valley City Planning Commission voted on March 11, 2015 to recommend to the City Council final plat approval for the Thomasville Manor Subdivision on application #S-15-2014. The property is located at 7050 W 3500 S.

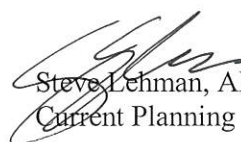
The motion for approval is subject to the following conditions:

1. That the developer resolve all staff and agency concerns.
2. That 3500 South be dedicated to a 53-foot half width. Improvements will be installed at the 40-foot half width including curb, gutter, sidewalk, parkstrip and barrier wall. Said improvements shall be coordinated with UDOT.
3. That all irrigation ditches be piped. Prior to engineering approval, the developer shall coordinate this matter with the irrigation company, and/or ditch master and water users.
4. That compliance be made with Granger Hunter Improvement District regarding water line extensions, sewer connections and fire protection.
5. That the subdivision name and interior street names be approved by Salt Lake County.
6. That recommendations outlined in the soils report dated May 15, 1996 and updated December 2014 be followed. Said report shall be reviewed by the City Engineer and Building Official prior to final plat review.
7. That all streets shall be dedicated and improved with curb, gutter, sidewalk and asphalt. Said improvements shall be in accordance with plan and profiles approved by the Public Works Department.

Any conditions attached to this approval will need to be satisfied one week prior to the date set for hearing before the City Council. You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3311.

Sincerely,


Steve Lehman, AICP
Current Planning Manager

SL/nc

S-15-2014
Thomasville Manor Subdivision – Final Plat
7050 West 3500 South
R-1-10 Zone
26 Lots
9.8 Acres

BACKGROUND:

Mr. Elyas Raigne, representing Reliance Homes, is requesting final plat approval for the Thomasville Manor Subdivision. The subdivision is bordered on the north and west by existing single family development. The subdivision is bordered on the east by the Towns and Hunter Village and an existing duplex.

STAFF/AGENCY CONCERNS:

Public Works Department:

- Authorization of ditch/water users is required for any abandonment, relocation, piping or any other modification to existing ditches or irrigation structures.
- Dedication and improvements along 3500 South required.
- 3500 South improvements will require sidewalk at back of fence with a 14-foot stamp colored concrete parkstrip until UDOT improvements are installed.

Granger Hunter Improvement District:

- Subject to all GHID design and requirements.

Building Division:

- Follow recommendations outlined in the soils report.

ISSUES:

The proposed subdivision will consist of 26 lots on approximately 9.8 acres. This equates to an overall density of 2.65 units per acre. Although the subject property is zoned R-1-10, the average lot size is approximately 11,000 square feet. This equation does not factor in the square footage of the existing homestead known as lot 124.

Access to the subdivision will be gained from 3500 South and from existing stub streets from the Orchard View Subdivision to the west and from the Hunter Village Subdivision to the north. The developer will be responsible to dedicate and improve 3500 South including curb, gutter and sidewalk. Although the applicant will dedicate the full right-of-way, improvements will be installed at the existing width of 40 feet. The developer will be required to construct a masonry barrier wall along 3500 South.

All streets will be dedicated and improved to the City's 54-foot right-of-way. The new streets will need to transition with the existing rights-of-way to the north and west. All street improvements will be coordinated with the City Engineering Division.

As the property has been farmed for many years, there are a number of irrigation ditches. These ditches will need to be piped in accordance with City ordinances. The developer will be responsible to coordinate with the irrigation company and/or ditch master along with water users to ensure that methods to pipe these ditches meet with their approval.

STAFF ALTERNATIVES:

- A. Approval of the Thomasville Manor subdivision plat subject to the following conditions:
 1. That the developer resolve all staff and agency concerns.
 2. That 3500 South be dedicated to a 53-foot half width. Improvements will be installed at the 40-foot half width including curb, gutter, sidewalk, parkstrip and barrier wall. Said improvements shall be coordinated with UDOT.
 3. That all irrigation ditches be piped. Prior to engineering approval, the developer shall coordinate this matter with the irrigation company, and/or ditch master and water users.
 4. That compliance be made with Granger Hunter Improvement District regarding water line extensions, sewer connections and fire protection.
 5. That the subdivision name and interior street names be approved by Salt Lake County.
 6. That recommendations outlined in the soils report dated May 15, 1996 and updated December 2014 be followed. Said report shall be reviewed by the City Engineer and Building Official prior to final plat review.

7. That all streets shall be dedicated and improved with curb, gutter, sidewalk and asphalt. Said improvements shall be in accordance with plan and profiles approved by the Public Works Department.

B. Continuance to address issues raised during the Planning Commission meeting.

Applicant:

Elyas Raigne
5941 S Redwood Road

Discussion: Steve Lehman presented the application. Barbara Thomas asked if the existing property owners to the southwest will still have direct access to 3500 S. Steve replied yes. Barbara Thomas asked if they will be able to access the rear of the property from inside the subdivision as well. Steve replied yes. Terri Mills asked if any landscaping and signage will be included near the wall. Steve replied that he isn't sure but indicated that the applicant can address this.

Elyas Raigne, the applicant, stated that then existing lot has been designed specifically to allow it to gain interior access from the subdivision in the future. He indicated that signage is being discussed and would most likely be placed on the masonry wall, but landscaping will not be added since it is very difficult to maintain. Jack Matheson stated that Reliance Homes have built great houses and asked if there are any projected problems in meeting the current housing standards. Mr. Raigne replied he is not concerned with meeting any requirements.

Motion: Commissioner Matheson moved for approval subject to the 7 staff conditions.

Commissioner Woodruff seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Mills	Yes
Commissioner Winters	Yes
Commissioner Woodruff	Yes
Chairman Thomas	Yes

Unanimous-S-15-2014- Approved

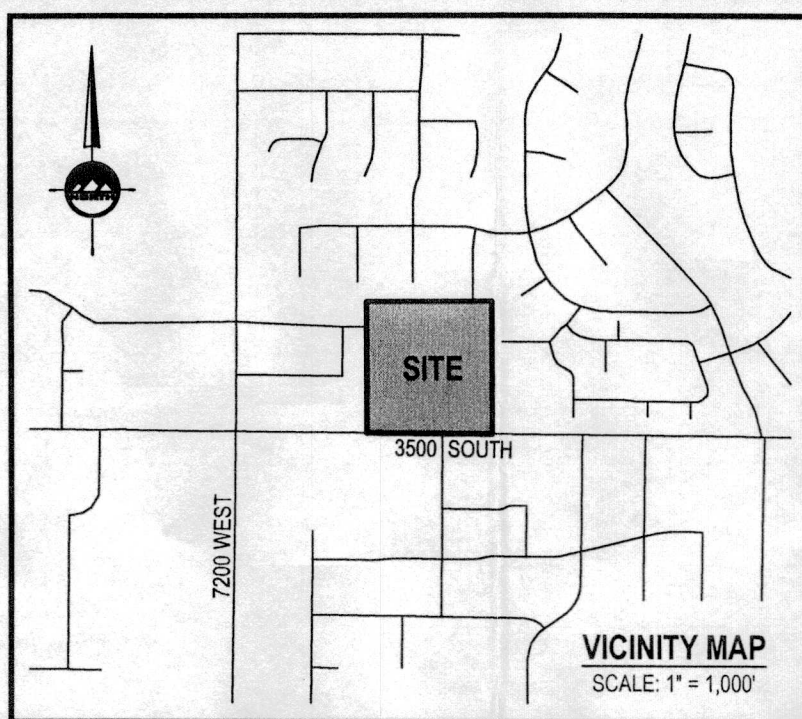
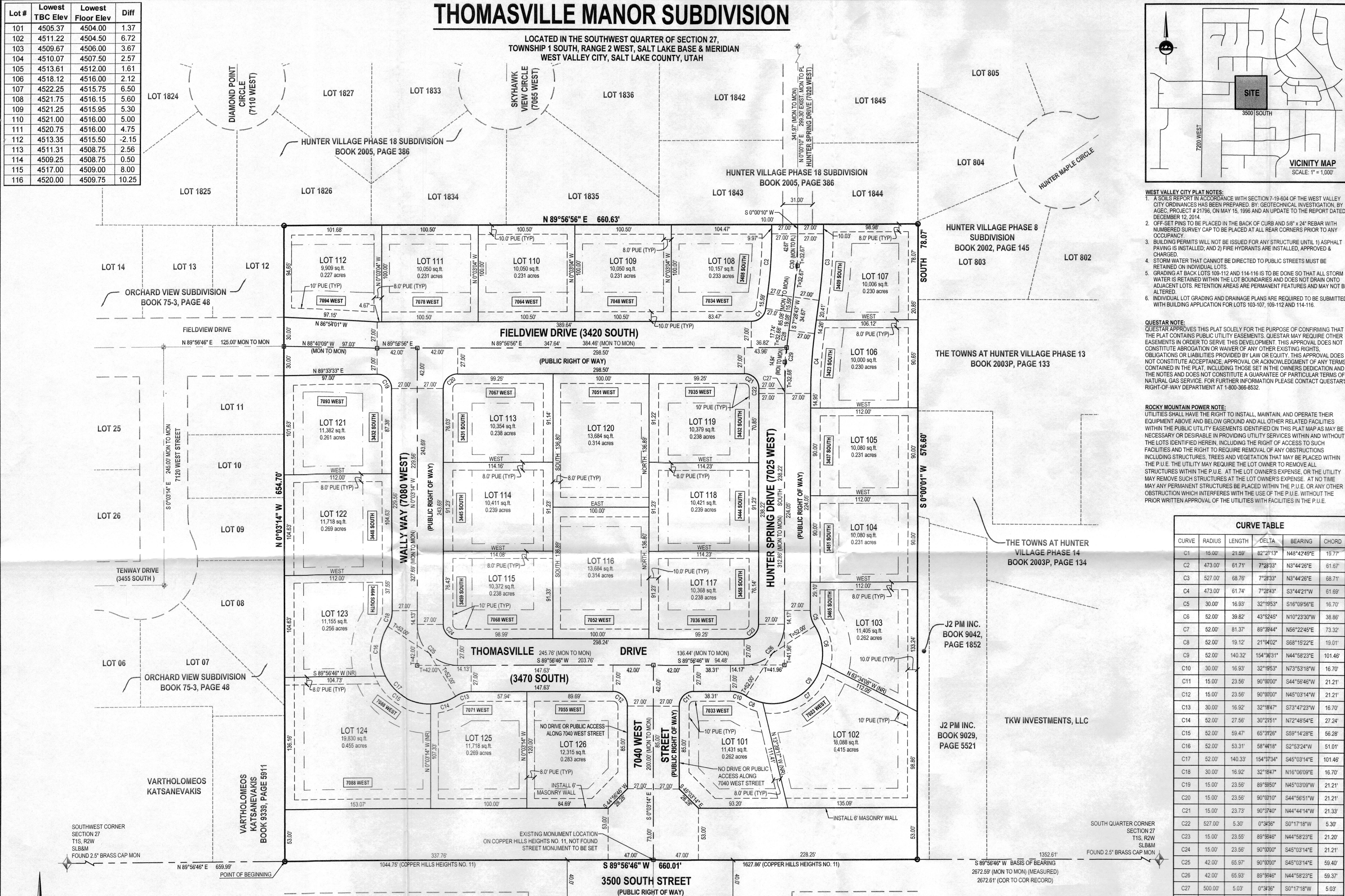
7200 W



THOMASVILLE MANOR SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

Lot #	Lowest TBC Elev	Lowest Floor Elev	Diff
101	4505.37	4504.00	1.37
102	4511.22	4504.50	6.72
103	4509.67	4506.00	3.67
104	4510.07	4507.50	2.57
105	4513.61	4512.00	1.61
106	4518.12	4516.00	2.12
107	4522.25	4515.75	6.50
108	4521.75	4516.15	5.60
109	4521.25	4515.95	5.30
110	4521.00	4516.00	5.00
111	4520.75	4516.00	4.75
112	4513.35	4515.50	-2.15
113	4511.31	4508.75	2.56
114	4509.25	4508.75	0.50
115	4517.00	4509.00	8.00
116	4520.00	4509.75	10.25



WEST VALLEY CITY PLAT NOTES:

- A SOLS REPORT IN ACCORDANCE WITH SECTION 7-19-604 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED. BY: GEOTECHNICAL INVESTIGATION, BY: AGC, PROJECT # 21796, ON MAY 15, 1996 AND AN UPDATE TO THE REPORT DATED DECEMBER 12, 2014.
- OFF-SET PINS TO BE PLACED IN THE BACK OF CURB AND 5/8" x 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL REAR CORNERS PRIOR TO ANY OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY STRUCTURE UNTIL 1) ASPHALT PAVING IS INSTALLED, AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED & CHARGED.
- STORM WATER THAT CANNOT BE DIRECTED TO PUBLIC STREETS MUST BE RETAINED ON INDIVIDUAL LOTS.
- GRADING AT BACK LOTS 108-112 AND 114-116 IS TO BE DONE SO THAT ALL STORM WATER IS RETAINED WITHIN THE LOT BOUNDARIES AND DOES NOT DRAIN ONTO ADJACENT LOTS. RETENTION AREAS ARE PERMANENT FEATURES AND MAY NOT BE ALTERED.
- INDIVIDUAL LOT GRADING AND DRAINAGE PLANS ARE REQUIRED TO BE SUBMITTED WITH BUILDING APPLICATION FOR LOTS 103-107, 109-112 AND 114-116.

QUESTAR NOTE:
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE AGGREGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

ROCKY MOUNTAIN POWER NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00	21.59	82°21'13"	N48°42'49"E	19.77
C2	473.00	61.71	7°28'33"	N3°44'28"E	61.67
C3	527.00	68.78	7°28'33"	N3°44'28"E	68.71
C4	473.00	61.74	7°28'43"	S3°44'21"W	61.69
C5	30.00	16.93	32°19'53"	S16°09'56"E	16.70
C6	52.00	39.82	43°52'45"	N10°23'30"W	38.86
C7	52.00	81.37	89°39'44"	N56°22'45"E	73.32
C8	52.00	19.12	21°40'02"	S68°15'22"E	19.01
C9	52.00	140.32	154°36'31"	N44°58'23"E	101.48
C10	30.00	16.93	32°19'53"	N73°53'18"W	16.70
C11	15.00	23.56	90°00'00"	S44°56'46"W	21.21
C12	15.00	23.56	90°00'00"	N45°03'14"W	21.21
C13	30.00	16.92	32°18'47"	S73°47'23"W	16.70
C14	52.00	27.56	30°21'51"	N72°46'54"E	27.24
C15	52.00	59.47	65°31'26"	S59°14'28"E	56.28
C16	52.00	53.31	58°44'18"	S2°53'24"W	51.01
C17	52.00	140.33	154°37'34"	S45°03'14"E	101.46
C18	30.00	16.92	32°18'47"	N16°09'09"E	16.70
C19	15.00	23.56	89°59'50"	N45°03'09"W	21.21
C20	15.00	23.56	90°01'01"	S44°56'51"W	21.21
C21	15.00	23.73	90°0'40"	N44°44'14"W	21.33
C22	527.00	5.30	0°34'36"	S0°17'18"W	5.30
C23	15.00	23.55	89°59'46"	N44°58'23"E	21.20
C24	15.00	23.56	90°00'00"	S45°03'14"E	21.21
C25	42.00	65.97	90°00'00"	S45°03'14"E	59.40
C26	42.00	65.93	89°59'46"	N44°58'23"E	59.37
C27	500.00	5.03	0°34'36"	S0°17'18"W	5.03
C28	500.00	60.23	6°54'07"	S4°01'39"W	60.19
C29	500.00	65.26	7°28'43"	S3°44'21"W	65.22
C30	500.00	65.24	7°28'33"	N3°44'28"E	65.19

SURVEYOR'S CERTIFICATE

I, **PATRICK M. HARRIS**, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. **286882** as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets together with easements hereafter to be known as **THOMASVILLE MANOR SUBDIVISION**, that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian, West Valley City, Salt Lake County, Utah; said parcel being more particularly described as follows:

Beginning at a point on the section line, (also being the center line of 3500 South Street), said point being North 89°56'56" East 659.99 feet along the section line (and center line of 3500 South Street,) from the Southwest Corner of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running:

thence North 00°03'14" West 654.70 feet to and along the east line to the Northeast Corner of Orchard View Subdivision, said point also being on the southerly line of Hunter Village Phase 18 Subdivision;

thence North 89°56'56" East 660.63 feet along the southerly line to the Southeast Corner of said Hunter Village Phase 18 Subdivision, said point also being on the westerly line of Hunter Village Phase 8 Subdivision;

thence South 78.07 feet along the westerly line to the Southwest Corner of said Hunter Village Phase 8 Subdivision, said point also being the Northwest Corner of The Towns at Hunter Village Phase 13;

thence South 00°00'01" West 576.60 feet along the westerly line of said The Towns at Hunter Village Phase 13 to and along the westerly line of The Towns at Hunter Village Phase 14, and beyond to the section line;

thence South 89°56'56" West 506.73 feet along the section line, also being the center line of 3500 South Street to the point of beginning.

Contains 432,303 square feet, 9.924 acres, 26 Lots

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots, streets and easements, hereafter known as the

THOMASVILLE MANOR SUBDIVISION

do hereby dedicate for perpetual use of the public all roads and other areas shown on this plat as intended for Public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements shown on this plat to the parties indicated and for the purpose shown hereon.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____

By: _____

By: _____

STATE OF UTAH
County of Salt Lake
On the _____ day of _____ A.D., 20____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she is the _____ of _____ a Utah Corporation, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY.

NOTARY PUBLIC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake
On the _____ day of _____ A.D., 20____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she is a _____ of _____ a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY.

NOTARY PUBLIC

THOMASVILLE MANOR SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

RECORDED # _____

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEES _____ DEPUTY SALT LAKE COUNTY RECORDER

EASEMENT APPROVAL

CENTURYLINK DATE _____

ROCKY MOUNTAIN POWER DATE _____

QUESTAR GAS CO. DATE _____

COMCAST DATE _____

WEST VALLEY PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20____ BY THE WEST VALLEY CITY PLANNING COMMISSION.

CHAIR, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE VALLEY HEALTH DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____ 20____ BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.

SALT LAKE VALLEY HEALTH DEPARTMENT

GRANGER HUNTER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ 20____ BY THE GRANGER HUNTER IMPROVEMENT DISTRICT.

DISTRICT ENGINEER

CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

WEST VALLEY CITY ENGINEER DATE _____

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____ 20____ BY THE WEST VALLEY CITY ATTORNEY.

WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

APPROVED THIS _____ DAY OF _____ 20____ BY THE WEST VALLEY CITY COUNCIL.

ATTEST: CITY RECORDER MAYOR

DEVELOPER
ENSGN DEVELOPMENT
5941 SOUTH REDWOOD ROAD
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Phone: 435.865.1453

SHEET 1 OF 1

PROJECT NUMBER: 6048

MANAGER: K. WHITE

DRAWN BY: J. JOHNSON

CHECKED BY: K. WHITE

DATE: 10/23/2014

LOT SETBACK DETAIL FOR R-1-10 ZONE

20.0' REAR
8.0' SIDE
30.0' SIDE
20.0' SIDE
8.0' SIDE
30.0' SIDE